

BID NO.: 7511-1/14-OTR

OPENING: 2:00 P.M. WEDNESDAY JANUARY 07, 2009

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:

MAINTENANCE, REFURBISHMENT OF BAGGAGE CONVEYOR SYSTEMS (PRE-QUALIFICATION)

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

| BID DEPOSIT AND PERFORMANCE BOND: | N/A |
|------------------------------------|---------------------------|
| CATALOGUE AND LISTS: | N/A |
| CERTIFICATE OF COMPETENCY: | SEE SECTION 2, PARA. 2.14 |
| EQUIPMENT LIST: | N/A |
| EXPEDITED PURCHASING PROGRAM (EPP) | N/A |
| INDEMNIFICATION/INSURANCE: | SEE SECTION 2, PARA. 2.11 |
| LIVING WAGE: | N/A |
| PRE-BID CONFERENCE/WALK-THRU: | N/A |
| SMALL BUSINESS ENTERPRISE MEASURE: | SEE SECTION 2, PARA. 2.2 |
| SAMPLES/INFORMATION SHEETS: | N/A |
| SECTION 3 - MDHA: | N/A |
| SITE VISIT/AFFIDAVIT: | N/A |
| USER ACCESS PROGRAM: | N/A |
| WRITTEN WARRANTV. | SEE SECTION 2 DARA 2 10 |

FOR INFORMATION CONTACT:

Marcelo Cam at 305-375-2982, or at marcam@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

N/A

MIAMI-DADE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT PURCHASING DIVISION

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 17 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 17 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE



INVITATION TO BID

Bid Number: 7511-1/14-OTR

Title: Maintenance, Refurbishment of Baggage Conveyor Systems (Pre-qualification)

Sr. Procurement Contracting Agent: Marcelo Cam, CPPB

Bids will be accepted until 2:00 p.m. on January 07, 2009

<u>Bids will be publicly opened</u>. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document CD or Diskette. The file to be provided is to be downloaded HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid - shall refer to any offer(s) submitted in response to this solicitation.

Bidder — shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County - shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor - shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor — shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

- Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)
- 2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)

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- Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
- Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
- 5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
- Miami-Dade County Vendor Obligation to County Affidavit

(Section 2-8.1 of the County Code)

- Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
- 8. Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)
- Miamí-Dade County Líving Wage Affidavit (Section 2-8.9 of the County Code)
- 10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)
- 11. Subcontracting Practices (Ordinance 97-35)
- 12. Subcontractor /Supplier Listing (Ordinance 97-104)
- 13. Environmentally Acceptable Packaging Resolution (R-738-92)
- 14. W-9 and 8109 Forms

The vendor must furnish these forms as required by the Internal Revenue Service.

15. Social Security Number

In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:

- · Identification of individual account records
- To make payments to individual/vendor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
- 16. Office of the Inspector General

Pursuant to Section 2-1076 of the County Code.

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

SECTION 1

GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

- 1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
- 2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

- It is the responsibility of the Bidder to become thoroughly familiar
 with the Bid requirements, terms and conditions of this solicitation.
 Pleas of ignorance by the Bidder of conditions that exist or that
 may exist will not be accepted as a basis for varying the
 requirements of the County, or the compensation to be paid to the
 Bidder.
- 2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- 3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- 4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

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Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bld may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

- It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information regarding the responsibility of the bidder from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundredeighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities

utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

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1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C helow
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

| Award Amount | Filing Fee |
|-----------------------|------------|
| \$25,000-\$250,000 | \$500 |
| \$250,001-\$500,000 | \$1,000 |
| \$500,001-\$5 million | \$3,000 |
| Over \$5 million | \$5,000 |

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

 For award recommendations greater than \$250,000 the following shall apply:

The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.

E. For award recommendations from \$25,000 to \$250,000 the following shall apply:

Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

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1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filling of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

SECTION 1 GENERAL TERMS AND CONDITIONS

Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly know as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IHHI) and/or Protected Health Information (IHHI) shall comply with the Health Insurance Portability

and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

 Use of information only for performing services required by the contract or as required by law;

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- Use of appropriate safeguards to prevent non-permitted disclosures:
- Reporting to Miami-Dade County of any non-permitted use or disclosure;
- Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- Making Protected Health Information (PHI) available to the customer;
- Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer:
- Making PHI available to Miami-Dade County for an accounting of disclosures; and
- Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR - ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

MAINTENANCE, REFURBISHMENT OF BAGGAGE CONVEYORS (PRE-QUALIFICATION)

2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a pre-qualification list that may be accessed by County departments in order to obtain price quotations for the provision of maintenance and/or refurbishment of baggage conveyors systems.

2.2 <u>SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)</u>

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE

INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: TWENTY-FOUR (24) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twenty-four month period.

2.5 OPTION TO RENEW FOR THIRTY-SIX (36) ADDITIONAL MONTHS

The initial contract prices resultant from this solicitation shall prevail for a <u>twenty-Four</u> (24) month period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional <u>thirty-six</u> (36) month consecutive period.

Continuation of the contract beyond the initial period, and the option to renew subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option to renew period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

2.6 <u>METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES</u>

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. Those qualifications are as follows:

- A. Bidder(s) shall have a minimum of five (5) year experience in the refurbishing and maintenance of baggage conveyor systems. Bidder(s) shall provide a list of the systems refurbished, the client's name and the year the projects were completed dating back five (5) years. Bidder(s) shall have a dedicated facsimile and e-mail address to process quotations.
- **B.** Bidder(s) shall provide at least three reference letters from airlines, airports or port authorities pertaining to refurbishment and maintenance of baggage conveyors.

These bidders shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, all pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

Procedure for Spot Market Quotes

Spot market pricing procedures may be initiated by either the using County department or by DPM. Written spot market quotes will be solicited from all pre-qualified vendors. The quotation procedures specific to this contract are as follows:

- A. Price quote(s) submitted by pre-qualified vendors shall not be in the form of a lump sum quote (unless otherwise specified) and shall be itemized to include all labor, materials and equipment, and any other items identified by the County in the request for quote, necessary to perform the work. At the time of requesting quotes the County shall notify the vendor of the requirements for the work, including but not limited to, time for completion of the work, pre-quote meeting or site visit, if the work is to be performed at night, on weekends, testing and inspection requirements, if liquidated damages apply, if performance bond applies, the shipping terms, and the timeframe for completion of the work from the date of notice to proceed.
- **B.** The responsive, responsible vendor offering the lowest fixed price meeting the requirements of the quote shall be awarded the work for the specific project. The vendor may be included in the next spot market quotation. The award to one vendor for a project does not preclude the ability of the remaining pre-qualified vendors from submitting offers for the specific item(s). The actual charge to the County from the awarded vendor shall not exceed ten percent (10%) of the vendors' initial quote without the expressed prior approval of an authorized County representative.

2.7 PRICE

INTENTIONALLY OMITTED

2.8 <u>EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT</u>

INTENTIONALLY OMITTED

2.9 EQUAL PRODUCT

INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES

INTENTIONALLY OMITTED

2.11 <u>INDEMNIFICATION AND INSURANCE (11) –</u> CONTRACTOR/MAINTENANCE/REPAIR (MDAD)

Provider shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in

no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade** County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.

*Under no circumstances are these contractors permitted on the A.O.A. side without increasing public liability and automobile coverage to \$5,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY

111 NW 1ST STREET SUITE 2340

MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the solicitation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of the solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of the solicitation.

Department of Procurement Management Purchasing Division 111 NW 1st Street, Suite 1300 Miami, Florida 33128-1989

- 2.12 BID GUARANTY
 INTENTIONALLY OMITTED
- 2.13 PERFORMANCE BOND INTENTIONALLY OMITTED

2.14 CERTIFICATE OF COMPETENCY

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency for Transporting Assembly Maintenance & Services work or Transporting Assembly Installation work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer;

provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

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2.15 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The County shall provide partial payments for work completed by the vendor during various phases of the work assignment. The vendor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the County user department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment. The percentage or component of completed work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

• Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

 Delivery terms set forth within the Miami-Dade County Release Purchase Order

Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

2.16 **SHIPPING TERMS**

INTENTIONALLY OMITTED

2.17 DELIVERY REQUIREMENTS

INTENTIONALLY OMITTED

2.18 BACK ORDER ALLOWANCE

INTENTIONALLY OMITTED

2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to the manufacturer warranty and all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County, or as established by the manufacturer warranty, whichever is greater. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within twenty-four (24) hours after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within twenty-four hours of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Marcelo Cam, at (305) 375-2982 email – marcam@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP)

INTENTIONALLY OMITTED

2.22 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the designated County Project Manager.

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.24 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the user department's designated project manager.

2.25 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.26 EMERGENCY RESPONSE

Vendor(s) shall provide 24 hours, 7 days a week emergency service to the County under the

contract. During regular work hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within four (4) hours after notification by the County. During other than regular work hours, the emergency response time, as defined above, shall be within twenty four (24) hours after notification by the County.

2.27 BADGES AND SECURITY REQUIRED AT THE MIAMI INTERNATIONAL AIRPORT (If the pre-qualified vendor is awarded a project after spot market quotation)

- A. All employees of the vendor(s) requiring access within the Security Identification Display Area (SIDA) or on the airport apron are required to obtain identification badges to be worn at all times while within these areas. Identification badges are to be applied for, through the Miami Dade County Aviation Department, Security Operations Division. Badges are issued individually with a permanent record maintained on the individual to whom each badge is issued. Vendor(s) are responsible for any supply, cost, issuance and control of ID badges.
- B. Vendor(s) shall arrange for all necessary customs clearance and maintenance of personnel bonding. Such arrangements shall be made directly with the U.S. Department of Treasury, U.S. Customs Services and the U.S. Department of Justice, Immigration and Naturalization Services.

2.28 IDENTIFICATION OF VEHICLES

Vendor(s) shall obtain a Contractor Ramp Permit authorizing entrance into the Terminal Airside Area through the Miami Dade County Aviation guard gates for the term of the contract. All vehicles used for this contract by the vendor or the vendors employees shall be identified on both doors of the vehicle with at least the companies name, phone number and contractors license number. Vehicles delivering materials to the job site shall pick up a temporary pass at the guard gate and shall surrender same upon leaving the Terminal Airside Area.

2.29 LICENSES, PERMITS AND FEES

Vendor(s) shall obtain and pay for all licenses, permits and inspection fees required under this contract; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor(s).

2.30 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

Vendor(s) hereby acknowledge and agree that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and

resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications in the sole opinion of the County: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.31 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

Vendor(s) awarded a specific spot market quotation shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the vendor and all communications given to and all decisions made by the superintendent shall be binding to the vendor. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of Miami-Dade County.

2.32 WORK INSPECTION / ACCEPTANCE

The awarded projects will be inspected by an authorized County representative. The inspection shall be performed to determine acceptance of work.

SECTION 3 TECHNICAL SPECIFICATION

BID NO: 7511-1/14-OTR

MAINTENANCE, REFURBISHMENT OF BAGGAGE CONVEYOR SYSTEMS (PRE-QUALIFICATION)

3.1 SCOPE OF WORK

Furnish all labor and materials, unless otherwise specified on the spot market request, to perform baggage conveyors maintenance and/or refurbishment including but not limited to the following: overhaul, repair, removal, installation, maintenance and any necessary structural, electrical, and mechanical modifications. The scope of work shall also include emergency repair work in baggage conveyor systems. For each specified project a work scope will be stated in the spot market quotation form.

3.2 TYPE OF WORK

- **A.** Refurbish and/or maintain flat and sloped plate carrousels including feed conveyors.
- **B.** All refurbishment and maintenance shall be performed per OEM standards.
- **C.** Conveyor equipment may include any and all conveyors located at any specific County location.

3.3 GENERAL REQUIREMENTS FOR EACH PROJECT

- **A.** When performing a refurbishing or maintenance work, only one baggage conveyor system or subsystem may be out of service at any time.
- **B.** A pre-construction meeting will be held after award of a specific spot market. After each meeting the awarded vendor shall provide the County's designated project manager with a detailed schedule identifying the work to be done on each day.
- **C.** The vendor shall provide a safety plan for review and approval by the County. This safety plan shall include the following:
 - 1. Safety measure to protect passengers and County employees
 - 2. Lighted barricades around job sites
 - 3. Shielding around any welding activities.
 - 4. Proper parking of work vehicles on the ramp area.
- **D.** Work permits are required prior to any operation involving open flames, heat or sparks.
- **E.** Vendor(s) shall provide and install brackets as required to support and connect any auxiliary equipment, if required.
- F. Vendor(s) shall test and verify that all conveyors operate at OEM standard. Upon

SECTION 3 TECHNICAL SPECIFICATION

notification, the County will inspect the work and provide a punch list if needed. After resolution of all punch listed items, the County's designated project manager will schedule a load test per the manufacturer instructions.

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- **G.** All punch list items are to be corrected within the number of days agreed upon with the County's designated project manager.
- **H.** Adjust all trim, align track, level and adjust units, lubricate all components per manufacturer's instructions. Clean up and remove all loose materials, dirt, oil and grease. Start-up the baggage conveyor and readjust after an eight (8) hour run in period.
- **I.** Vendor(s) shall provide, prior to final acceptance, three sets of each of the following documents for refurbishing projects:
 - 1. Owners manual showing required maintenance for all equipment installed under the specified project.
 - 2. If any electrical work was done, a complete electrical diagram, showing feeder circuits and control wiring.
 - 3. Certificate of Compliance
 - 4. Certificate of Warranty, as specified in section 2.0, paragraph 2.19 of this bid.

3.4 <u>REQUIRED SUBMITTAL (WHEN A SPECIFIED PROJECT IS AWARDED)</u>

Before beginning any work the vendor who is awarded the spot market specific project shall submit the following for the County approval:

- A. Manufacturer's literature including properly identified manufacturer's catalogs, specifications and printed installation or maintenance directions.
- B. Shop Drawings which show the following:
 - 1. Drive assembly, including motor, reducer, pillow blocks and drive chain.
 - 2. Main link assembly, including cam rollers.
 - 3. Support rollers, including bearings.
 - 4. Pallet plates, including finish.
 - 5. Finish Trim, including gage.
 - 6. Control schematics and push button stations.
 - 7. Location of control stations and alarms
 - 8. Roll-up doors, elevation, sizes, materials, gauges, construction details, fasteners, seals, counterbalance, locking provisions, finishes and installation details.
 - 9. Any other requirements identified on the spot market request for quote.

SECTION 3 TECHNICAL SPECIFICATION

3.5 CODES AND STANDARDS

The design or fabrication including all manufactured components, fittings and hardware shall conform to one or more of the following codes and standards as applicable per each specified project:

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- 1. Safety Standards for Conveyors and related equipment (ASME B20.1)
- 2. National Electric Code (NEC)
- 3. National Electrical Manufacturers Association (NEMA)
- 4. Conveyors Equipment Manufacturers Association Standards 402 (CEMA)
- 5. American Gear Manufacturers Association (AGMA)
- 6. Florida Building Codes (FBC)
- 7. Occupational Safety and Health Administration (OSHA)
- 8. Federal Aviation Administration (FAA)
- 9. Transportation Safety Administration (TSA)

3.6 TEST AND INSPECTIONS

The vendor(s) shall obtain and pay for any and all necessary inspections, and comply with testing required by the County and/or State of Florida codes as well as those recommended by OEM. When required, tests shall be performed and/or certified in the presence of the appropriate corresponding authorities as stipulated in the scope of work.

SECTION 4 BID SUBMITTAL FORM

Submit Bid To: CLERK OF THE BOARD Stephen P. Clark Center 111 NW 1st Street 17th Floor, Suite 202 Miami, Florida 33128-1983 OPENING: 2:00 P.M. WEDNESDAY JANUARY 07, 2009



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

| Issued by:MC | DPM Purchasing Division | Date Issued: 12/15/08 | This Bid Submittal Consists of Pages 14 through 17 |
|--------------|----------------------------|-----------------------|--|

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

MAINTENANCE, REFURBISHMENT OF BAGGAGE CONVEYORS SYSTEMS (PRE-QUALIFICATION)

A Bid Deposit in the amount of <u>N/A</u> of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of <u>N/A</u> of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

| DO NOT WE | RITE IN THIS SPACE | • |
|---------------------|-----------------------|------------|
| ACCEPTED | HIGHER THAN LOW | FIRM NAME: |
| NON-RESPONSIVE | NON-RESPONSIBLE | FIRM NAME. |
| DATE B.C.C. | NO BID | |
| ITEM NOS. ACCEPTED | | |
| COMMODITY CODE: 50 | 60-12; 560-09; 560-15 | |
| SR. PROCUREMENT AGE | NT: Marcelo Cam, CPPB | |

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT http://services.miamidade.gov/DPM/SolicitationList.aspx

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 17 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 17 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

BID SUBMITTAL FOR:

MAINTENANCE, REFURBISHMENT OF BAGGAGE CONVEYORS SYSTEMS (PREQUALIFICATION)

| FIRM NAME: | | | |
|------------|--|--|--|
| | | | |
| | | | |

BID NO: 7511-1/14-OTR

MINIMUM REQUIREMENTS

Per Section 2 "Special Conditions", Paragraph 2.6

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. Those qualifications are as follows:

| Reference | Summarized Requirement | Initial as completed |
|--------------------|--|----------------------|
| Paragraph 2.6 A | Bidder(s) shall have a minimum of five (5) year experience in the refurbishing and maintenance of baggage conveyor systems. Bidder(s) shall provide a list of the systems refurbished, the client's name and the year the projects were completed dating back five (5) years. Bidder(s) shall have a dedicated facsimile and e-mail address to process quotations: Fax Number: e-mail Address: Contact Name: | |
| Paragraph 2.6 B | Bidder(s) shall provide at least three reference letters from airlines, airports or port authorities pertaining to refurbishment and maintenance of baggage conveyors. | |
| Paragraph 2.14 | Bidder(s) shall provide a copy of a valid certificate of competency issued by the State of Florida or Miami-Dade County showing: - Transporting Assembly Maintenance & Services Contractor; or - Transporting Assembly Installation Contractor | |

SECTION 4 BID SUBMITTAL FOR:

BID NO: 7511-1/14-OTR

MAINTENANCE, REFURBISHMENT OF BAGGAGE CONVEYORS (PREQUALIFICATION)

ACKNOWLEDGEMENT OF ADDENDA

| INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES |
|--|
| PART I: |
| LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID |
| Addendum #1, Dated |
| Addendum #2, Dated |
| Addendum #3, Dated |
| Addendum #4, Dated |
| Addendum #5, Dated |
| Addendum #6, Dated |
| Addendum #7, Dated |
| Addendum #8, Dated |
| PART II: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID |
| FIRM NAME: |
| AUTHORIZED SIGNATURE: DATE: |
| TITLE OF OFFICER: |



BID SUBMITTAL FORM

Bid Title: MAINTENANCE, REFURBISHMENT OF BAGGAGE CONVEYOR SYSTEMS (PRE-QUALIFICATION)

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving

□ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement. COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County? No <u>an</u>d If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County? No Yes No LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is , or is not , a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in

accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of

this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference. Firm Name: Street Address: Mailing Address (if different): Fax No. FEIN No. __/_-_/__/__/__/__

Signature: ___ (Signature of authorized agent)

(Please see paragraph 1.2 H of General Terms and Conditions)

Email Address:

Prompt Payment Terms: ______ days net _____days

Print Name: _ Failure to sign this page shall render your Bid non-responsive.

*"By signing this document the bidder agrees to all Terms

and Conditions of this Solicitation and the resulting Contract"



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a <u>new</u> Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer

| | Confract No. : | ide | milico | alion Number (rain). | | |
|------------|---|---|---------------------------------------|--|--------------------------------|--|
| | Contract Title: | | | and you can see a complete of the polytopic of the polytopic of the section of the bounded on the section of th | | |
| | Affidavits | and Legis | latio | n/ Governing Boo | iy | |
| 1. | Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code | | 6. | Section 2-8.1 of the County Code | | |
| 2. | Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2.8 the County Code | ⊋ 8-1(d)(2) of | 7. | | | |
| 3. | Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) t the County Code | 1 m p | 8. | Miami-Dade County Family Leave Article V of Chapter 11 of the County Code | | |
| 1. | Miami-Dade County Disability Non-Discrimin Article 1, Section 2-8.1.5 Resolution R182-00 amendir R-385-95 | | 9. | Miami-Dade County Living Wage Section 2-8.9 of the County Code | | |
| 5, | Miami-Dade County Debarment Disclosure Section 10.38 of the County Code | | 10. | O. Miami-Dade County Domestic Leave and Report Article 8, Section 11A-60 11A-67 of the County Code | | |
| | | | I | | | |
| | Printed Name of Affiant | | Printed | d Title of Affiant | Signature of Affiant | |
| | Name of Firm | | | | Date | |
| Or William | Address of Firm | Address of Firm | | State Zip Code | | |
| | | Notary Pu | <u>blic I</u> | <u>nformation</u> | | |
| No | tary Public – State of | Count | y of | | | |
| ub | scribed and sworn to (or affirmed) before me this | | | day of, | | |
| by | | He or she is p | oerson | ally known to me | or has produced Identification | |
| Гуς | e of identification produced | | · · · · · · · · · · · · · · · · · · · | | | |
| | Signature of Notary Public | | | | Serial Number | |
| | Print or Stamp of Notary Public | Expiration D | ate | | Notary Public Seal | |

BID NO: 7511-1/14-OTR

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

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MIAMI-DADE COUNTY

BID NO: 7511-1/14-OTR

SUBCONTRACTOR/SUPPLIER LISTING (Ordinance 97-104)

| Firm Name of Prime Contractor/Responde | ent: | | | |
|--|--|--|---|-----------------|
| Bid No.: | Title: | | | |
| This forms, or a comparable listing meeting the recon County contracts for purchases of supplies, midders and respondents on County or Public Hear is awarded the contract shall not change or submaterials to be supplied from those identified, excert This form, or a comparable listing meeting the reproposer will not utilize subcontractors or supplies subform 100 in those instances where no subcontractors. | naterials or services, including prolith Trust construction contracts we stitute first tier subcontractors of the upon written approval of the Cequirements of Ordinance No. 97 ers on the contract. The bidder of | cofessional services which involve expenditures of which involve expenditures of \$100,000 or more. A direct suppliers or the portions of the contract County. 7-104, MUST be completed, signed and submitted r proposer should enter the word "NONE" under | \$100,000 or more, and a bidder or respondent wh t work to be performed of even though the bidder of | ill io or |
| Business Name and Address of First Tier Subcontractor/Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/Subconsultant | (Principal Owner) Gender Race | |
| | | | | |
| Business Name and Address of Direct Supplier | Principal Owner | Supplies/Materials/Services to be Provided by Supplier | (Principal Owner) Gender Race | |
| I certify that the representations co | ontained in this Subcontractor/Su | pplier Listing are to the best of my knowledge true | and accurate | - |
| Prime Contractor/Respondent's Signature | Print Name (Duplicate if additional | | Date FORM 100 | |

MIAMI-DADE COUNTY CERTIFICATION OF RECYCLED ENVIRONMENTALLY ACCEPTABLE PACKAGING PRODUCT CONTENT



BID NO: 7511-1/14-OTR

RESOLUTION (R-738-92)

| | | MININ | IUM CERTIFIE | D CONTENT | Ţ. | | |
|----------|-------------------|----------|---------------------|---|--------------------|---------------------------------------|---------|
| Bid Item | RECYCLED PRODUCTS | | RECOVERED MATERIALS | | RECYCABLE PRODUCTS | | |
| Number | % | Type of | Type of % Type of % | | e of % Type of | % | Type of |
| | Composition | Material | Composition | Material | Composition | Material | |
| | | | | *************************************** | | | |
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| | | | DEFINITIONS | | | | |

[&]quot;Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

| NAME | | |
|-----------|-------|-----|
| ADDRESS | | |
| CITY | STATE | ZIP |
| SIGNATURE | TITLE | |

[&]quot;Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

[&]quot;Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

[&]quot;Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

BID NO: 7511-1/14-OTR

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

| I, being duly first sworn, hereby state that the b | pidder of this contract: | |
|--|--|--|
| proposal is genuine and not sham or collinamed, and that the contractor has not, da sham proposal, or any other person, fire | usive or made in the interest or on behal irectly or indirectly, induced or solicited a rm, or corporation to refrain from propos | f of any person not therein ny other proposer to put in ing, and that the proposer |
| <u>OR</u> | | |
| is related to the following parties who bid i | in the solicitation which are identified and | listed below: |
| | | |
| | | |
| event a recommended contractor identification presumed to be collusive and the recommended by presentation of such related parties in the preparation of bidders or proposers or the principals, indirect ownership interest in another bid company or the principals thereof of one (| fies related parties in the competitive sommended contractor shall be ineligible of evidence as to the extent of ownership and submittal of such bids or proposals. Corporate officers, and managers there idder or proposer for the same agreem (1) bidder or proposer have a direct or incomplete. | solicitation its bid shall be ble for award unless that be, control and management Related parties shall mean of which have a direct or nent or in which a parent direct ownership interest in |
| By: Signature of Affiant | 20 | _ |
| olgitatore of Amarit | <u> </u> | |
| Printed Name of Affiant and Title | Federal Employer Identification Number | _/ er |
| Printed Na | ame of Firm | <u> </u> |
| Address | s of Firm | _ |
| SUBSCRIBED AND SWORN TO (or affirmed) | before me this day of | , 20 |
| is personally known to me or has presented | | as identification. |
| | Type of identification | |
| Signature of Notary | Serial Number | _ |
| Print or Stamp Name of Notary | Expiration Date | |
| Notary Public – State of | Notary Seal | |
| | is not related to any of the other partie proposal is genuine and not sham or coll named, and that the contractor has not, da sham proposal, or any other person, fi has not in any manner sought by collusion or is related to the following parties who bid is related to the following parties who bid event a recommended contractor identities presumed to be collusive and the recommended to presumption is rebutted by presentation of such related parties in the preparation bidders or proposers or the principals, indirect ownership interest in another becompany or the principals thereof of one another bidder or proposer for the same at Signature of Affiant By: Signature of Affiant Printed Name of Affiant and Title Printed Name of Affiant and Title Signature of Notary | Signature of Affiant and Title Subscribed and solution |

Revised 11/20/08 Page 5 of 5